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8 Attorneys for Defendant
9 Circuit City Stores, Inc.

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 JOSEPH COCCHI, an individual,
13 Plaintiff,
14 v.
15 CIRCUIT CITY STORES, INC.,
16 Defendants.
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CASE NO. C 05-01347 JCS

~~PROPOSED~~ STIPULATION
AND PROTECTIVE ORDER

18 I.

19 STIPULATION

20 Based on the fact that discovery has been or may be requested in this case
21 seeking disclosure of confidential business information, trade secrets, and/or
22 sensitive and private personnel information, the undersigned parties, Defendant

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Circuit City Stores, Inc., (“Circuit City”) and Plaintiff Joseph Cocchi (“Cocchi”), hereby stipulate to the entry of the subjoined Protective Order pursuant to Rule 29 of the Federal Rules of Civil Procedure.

Dated: November 11, 2005

Dated: November 11, 2005

BERRY BLOCK, LLP

CAMERLENGO & JOHNSON

By /s/ REX DARRELL BERRY
REX DARRELL BERRY
SCOTT M. PLAMONDON
Attorneys for
Defendant Circuit City Stores, Inc.

By /s/ ANTHONY P. O'BRIEN
ANTHONY P. O'BRIEN
Attorneys for Plaintiff
Joseph Cocchi

II.

PROTECTIVE ORDER

Pursuant to Rule 29 of the Federal Rules of Civil Procedure, and according to the stipulation of the parties, it is ORDERED, ADJUDGED AND DECREED as follows:

1. Any documents produced by a party in this action which are, in good faith, determined by the producing party to contain confidential or proprietary information, including financial information, trade secrets, personnel information, or other similar confidential and commercially sensitive information of a non-public nature, may be designated by the producing party as “confidential,” and so marked, by stamping each page of the document “Confidential.” In the case of photographs, the reverse side of the photograph may be marked as “Confidential.” In the case of CD-Rom materials, the container may be marked as “Confidential.”

2. Where documents obtained from any source are used in discovery or depositions as exhibits, either party may designate such documents “Confidential” by so stating on the record, and designating the original exhibit as “Confidential” in writing on each page of the exhibit.

1 3. When used in this Order, the word “documents” means all written,
2 recorded or graphic matter whatsoever, however created and the medium on
3 which it was produced or reproduced, including, but not limited to, documents
4 produced by any party, whether pursuant to discovery rules, subpoena, or by
5 agreement, and may also include deposition transcripts and exhibits, and any
6 portions of any court papers which quote from or summarize any of the
7 foregoing.

8 4. All confidential documents and all information contained therein,
9 shall be used by the party to whom the documents are disclosed solely for the
10 prosecution and/or defense of this action, and shall not be further disseminated,
11 except as specifically set forth below.

12 5. Except with prior written consent of the party asserting confidential
13 treatment, confidential documents and the information contained therein may be
14 disclosed only to counsel who files an appearance for the party to whom the
15 confidential disclosure has or is to be made, and secretaries, paralegal assistants,
16 and other employees of such counsel who are assisting counsel in the
17 prosecution and/or defense of this action. Counsel shall be responsible for
18 ensuring that his or her partners, associates and employees are informed of the
19 terms of this Order and agree to abide by them.

20 6. Counsel to whom confidential documents or information have been
21 disclosed may disclose the information to his or her client in this action, and to
22 witnesses and outside consultants and experts who assist in the prosecution
23 and/or defense of this action, but only after the client, witness, consultant or
24 expert has read this Order and agrees in writing to be bound by it, as set forth in
25 Exhibit A. Upon Order of this Court, for good cause shown, these agreements
26 shall be available for inspection by counsel for the party producing the
27 confidential documents.

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1 7. Documents designated confidential, and information derived
2 therefrom, may not be referred to in motions, briefs or other court papers unless
3 placed under seal, and may not be used in depositions or marked as deposition
4 or trial exhibits in this action unless placed under seal.

5 8. At the conclusion of the litigation or this action, or upon settlement
6 or dismissal, documents designated as confidential, and all copies of such
7 documents (other than exhibits of record), shall be returned to the party that
8 produced such document.

9 9. Nothing in this Order shall prevent any party to this action from
10 moving the Court to remove the confidential designation from a particular
11 document, from seeking modification of this Order, from designating already-
12 produced documents as confidential, or from objecting to discovery which a
13 party believes to be otherwise improper.

14 10. Nothing in this Order shall prevent or otherwise restrict any counsel
15 from rendering advice to his/her client and, in the course thereof, relying
16 generally on his/her examination of items designated as confidential.

17 11. For applications and motions to the Court in which a party submits
18 confidential information, all documents containing "Confidential" information
19 that are submitted to the Court shall be filed in sealed envelopes or other
20 appropriate sealed containers in compliance with Federal Rule of Civil
21 Procedure 26(c)(8).

22 12. The parties agree that persons employed by the Federal Court of the
23 Northern District of California, San Francisco Division have no duty to the
24 parties to protect or maintain the alleged confidentiality of any information in
25 any papers filed with the Court.

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1 13. Notwithstanding any of the foregoing provisions of this Protective
2 Order, counsel for the parties may disclose documents containing information
3 (at deposition or otherwise) to the persons who were the authors or addressees of
4 the documents or who are shown or otherwise demonstrated to have or to have
5 received copies thereof or notice or knowledge of contents thereof.

6 ORDERED this 14th day of November, 2005

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9 UNITED STATES ~~DISTRICT~~
MAGISTRATE COURT JUDGE

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EXHIBIT A

**AGREEMENT OF CLIENT, EXPERT, CONSULTANT
OR DESIGNATED REPRESENTATIVE TO BE
BOUND BY PROTECTIVE ORDER**

The undersigned, _____ [print or type name],
a client, expert, witness or designated representative of _____
_____ [print or type name of party or
law firm], in connection with *Joseph Cocchi v. Circuit City Stores, Inc.*, United
States District Court, Northern District of California, Case No. C 05-01347 JCS,
hereby acknowledges that he/she has received a copy of the Protective Order
entered in this action, and has read it and agrees to be bound by all of the
provisions thereof.

Dated: _____

SIGNATURE

CERTIFICATE OF MAILING

The undersigned certifies that the above and foregoing instrument was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Attorneys for Plaintiff

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Attorneys for Defendant

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(916) 564-2024 FAX

DATED this 11th day of November, 2005.

By: /s/ STEPHANIE A. THURTLE
Stephanie A. Thurtle

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